

SOUTH ORANGE VILLAGE
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RESOLUTION #2021-181

June 28, 2021

RESOLUTION AUTHORIZING AGREEMENT, ON NON-FAIR AND OPEN BASIS, BY AND BETWEEN TOWNSHIP OF SOUTH ORANGE VILLAGE AND DR. JUAN A. RIOS, JR. FOR SERVICES RELATED TO THE SOUTH ORANGE CARE & COMMUNITY JUSTICE PROJECT

WHEREAS, the Township of South Orange Village (the "Village") has created the Care & Community Justice Project as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

WHEREAS, the Care & Community Justice Project is intended to further enhance the South Orange Police Department's cultural improvements already under way and permanently embed care and compassion service values into Police Department operational strategy, protocol, and day to day interactions; and

WHEREAS, the Care & Community Justice Project is in the process of developing best practices that are data driven and scalable so that they can be replicated across other Essex County communities and beyond; and

WHEREAS, on January 25, 2021, the Board of Trustees for the Township of South Orange Village adopted Resolution 2021-019 authorizing the execution of an agreement with Seton Hall University whereby Seton Hall University provided the services of Dr. Juan Rios in connection with the Care & Community Justice Project; and

WHEREAS, the agreement authorized by Resolution 2021-019 was of limited duration and has expired by its own terms; and

WHEREAS, Seton Hall University has advised that arrangements must be made with Dr. Juan Rios directly and the Village wishes to continue its professional engagement of Dr. Rios; and

WHEREAS, the Village wishes to engage the services of Dr. Juan A. Rios, Jr., on a



non-fair and open basis, for an amount not to exceed \$9,100, to be billed monthly, to assist in the implementation of the Care & Community Justice Project. Contract will run from June 1, 2021 to August 31, 2021.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that:

1. The annexed Agreement or agreement in substantially the same form and content is hereby approved.
2. The Village President is hereby authorized to execute an agreement in substantially the same form and content.

CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Village Treasurer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line Item	Description	Amount
02-2000-03-6000-010	Community Care Justice Program Grant	NTES 9,100.00
		6/25/2021
Gregory Bock, Village Treasurer		Date



Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown						
Coallier			X			
Haskins			X			
Hartshorn Hilton	X		X			
Jones		X	X			
Zuckerman			X			

CERTIFICATION

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, June 28, 2021.

Ojetti E. Davis
Acting Village Clerk

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TOWNSHIP OF SOUTH ORANGE VILLAGE AND DR. JUAN A. RIOS, JR.
TO CONTINUE SERVICE AS PROJECT DIRECTOR FOR THE
SOUTH ORANGE CARE & COMMUNITY JUSTICE PROJECT**

WHEREAS, the Township of South Orange Village ("South Orange") has created the Care & Community Justice Project as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

WHEREAS, the Care & Community Justice Project is intended to further enhance the South Orange Police Department's cultural improvements already under way and permanently embed care and compassion service values into Police Department operational strategy, protocol, and day to day interactions; and

WHEREAS, the Care & Community Justice Project is in the process of developing best practices that are data driven and scalable so that they can be replicated across other Essex County communities and beyond; and

WHEREAS, on January 25, 201, the Board of Trustees for the Township of South Orange Village adopted Resolution 2021-019 authorizing the execution of an agreement with Seton Hall University whereby Seton Hall University provided the services of Dr. Juan Rios in connection with the Care & Community Justice Project as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

WHEREAS, the agreement authorized by Resolution 2021-019 was of limited duration and has expired by its own terms; and

WHEREAS, Seton Hall University has advised that arrangements must be made with Dr. Juan Rios directly and South Orange wishes to continue its professional engagement of Dr. Rios; and

WHEREAS, South Orange wishes to engage the services of Dr. Juan A. Rios, Jr., on a non-fair and open basis, for an amount not to exceed \$9,100, to be billed monthly, to assist in the implementation of the Care & Community Justice Project. Contract will run from June 1, 2021 to August 31, 2021. Dr. Rios will 1) invoice services monthly under the contract, 2) pro rate the monthly retainer fee to the extent he works only a portion of the month, and 3) be paid in full upon completion of any applicable Project deliverables.

Now, therefore, the Parties execute this Memorandum of Understanding ("MOU") to memorialize their desire, roles and intent to successfully implement the Care & Community Justice Project.

The above Whereas clauses are incorporated herein as if repeated verbatim.

1. Deliverables, Roles and Scope of Services:

- a. Dr. Juan A. Rios, Jr. will serve as a policy and program consultant to the Community Care and Justice initiative. He will support the clinical team development and programmatic deployment.
 - b. Dr. Juan Rios, will also support the program with the following tasks: coordination, building community relationships, policy development, strategic engagements, community meetings and training the successor of the CC&J program.
 - c. Dr. Juan A. Rios will serve as general consultant and policy advisor to the South Orange Care & Community Justice Project at a fee of \$100 per hour for a minimum of 7 hours per week for the contracted period listed below, in a total amount not to exceed \$9,100.
2. Term: This MOU shall commence on June 1st, 2021, and shall continue to August 31st 2021, unless it is terminated by either party by written notice 30 days prior to the termination date.
3. Independent Contractor Status: South Orange, Seton Hall, Dr. Juan A. Rios, Jr. (South Orange, Seton Hall and Dr. Juan A. Rios, Jr. are hereby collectively referred to as the "Parties") and any consultants, liaisons, volunteers, and/or other Care & Community Justice Projects partners/participants, shall be deemed at all times to be independent contractors and are wholly responsible for the manner in which they perform the services and work requested by the Care & Community Justice Project under this MOU. As independent contractors, neither of the Parties, or their employees or agents will hold themselves out as, or claim to be, officers or employees of the other, or make any claim to any right or privilege applicable to one of the other, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement membership or credit. All experts or consultants or employees who are engaged to provide services in furtherance of the Care & Community Justice Project under this MOU will not be employees of the Care & Community Justice Project and will not otherwise be under contract to the Care & Community Justice Project. Each of the respective parties alone shall be responsible for their employees' work, direction, compensation and personal conduct while engaged under this MOU. Nothing in this MOU shall impose any liability or duty for any acts, omissions, liabilities or obligations of any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent employed or engaged by one of the other parties, or for taxes of any nature, including, but not limited to, worker's compensation, unemployment insurance, disability benefits and social security to any person, firm or corporation affiliated with one of the other parties.
4. Confidential Information: In the course of work, the Parties may have access to or learn of information and records that are not rightfully in the public domain in the course of providing Services under this MOU and/or in furtherance of the Care & Community Justice Project. The Parties agrees to treat such information as confidential and not share it with persons or organizations without appropriate prior written approval.

5. Audits: The Parties will keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this MOU. Such books and records shall be kept available for examination by an independent auditor at all reasonable times and places during the period of this MOU and for six (6) years from the date of termination.
6. Indemnification: The Parties and their respective members, affiliates, partners, elected officials, officers, directors, employees, agents, and representatives shall indemnify and hold each other harmless from and against any and all claims, orders, damages, liabilities (including those for personal injury, death or property damage), costs and expenses, including reasonable attorney's fees and expenses, in whole or in part arising from or related to actions or omissions with respect to any willful misconduct in connection with this Agreement or in connection with the Care & Community Justice Project.

These indemnity obligations shall survive the termination or expiration of this MOU.

On this _____ day of June _____, 2021, the parties have executed this Memorandum of Understanding.

Township of
South Orange Village

Dr. Juan A. Rios, Jr.

By: Sheena C. Collier

Verified by PSPF Office


By: _____

24/24/2021